

## HAMPDEN TOWN COUNCIL HAMPDEN MUNICIPAL BUILDING AGENDA

MONDAY JANUARY 24, 2011 7:00 P.M.

#### • 5:45 pm - FINANCE COMMITTEE MEETING

#### A. CONSENT AGENDA

- 1. SIGNATURES
- 2. SECRETARY'S REPORTS
  - a. January 3, 2011
- 3. COMMUNICATIONS
  - a. Town of Hampden, Mass/Patrick McDonough
  - b. Michael Hastings Resignation Environmental Trust Trustee
  - c. Public Forum Hampden Academy Reuse
  - d. Applications for Reappointment to Town Boards/Committees Referral to Council Committees:
    - 1. Donald Desmarais Dyer Library Board of Trustees
    - 2. John Skehan Dyer Library Board of Trustees
    - 3. Ruth Stearns Dyer Library Board of Trustees
    - 4. Scott Luciano Personnel Appeals Board
    - 5. Terry Bean Recreation Committee
    - 6. Tracey Mahoney Recreation Committee

#### 4. REPORTS

- a. Lura Hoit Pool Trustees Minutes 12/14/2010
- b. Hampden Academy Status Report
- c. Pine Tree Landfill Complaint Report December 2010
- d. DM&J Waste C&D and Wood Report 09/10 Year
- e. Dyer Library Trustees Minutes 11/20/2010
- B. PUBLIC COMMENTS
- C. POLICY AGENDA
  - 1. PUBLIC HEARINGS
  - 2. NOMINATIONS APPOINTMENTS ELECTIONS

NOTE: The Council will take a 5-minute recess at 8:00 pm.

#### 3. UNFINISHED BUSINESS

- a. Hamlin Marina Property Update
- b. Water District Meeting 2/28/2011 Agenda Items
- c. Request for Proposal Marketing of Hampden Business & Commerce Park Planning & Development Committee Recommendation
- d. Renaissance Planning Associates Proposal for Zoning Ordinance Revision – Planning & Development Committee Recommendation
- e. Zoning Ordinance Text Amendment re Mobile Home Parks and Mobile Home Park Ordinance Text Amendment Referral of both for Public Hearing
- f. PACE Administration Contract Approval

#### 4. NEW BUSINESS

- a. Paper Talks Ad Request
- b. Ambulance Billing Abatements 2009 Bills
- c. Property Tax Abatement Request
- d. Application for Renewal of Victualer's License Received from Wang & Lo, Inc. d/b/a Fresh Ginger Restaurant, 64 Main Road North
- D. COMMITTEE REPORTS
- E. MANAGER'S REPORT
- F. COUNCILORS' COMMENTS
- G. ADJOURNMENT

A-2-a

#### TOWN COUNCIL MINUTES

#### **JANUARY 3, 2011**

The regularly scheduled meeting of the Hampden Town Council was held on Monday, January 3, 2011. The meeting was held at the municipal building council chambers and was called to order by Attorney Thomas Russell at 7:00 p.m.

Attendance: Councilors: Matthew Arnett, Andre Cushing, Janet Hughes, Jean

Lawlis, William Shakespeare and Kristen Hornbrook; Thomas

Brann was absent

Town Manager: Susan Lessard

Town Counsel: Thomas Russell

Department Heads/Staff: Town Planner Bob Osborne

Citizens

The first order of business was the election of Mayor. Councilor Cushing nominated Matthew Arnett for Mayor; seconded by Councilor Lawlis. There being no further nominations, Attorney Russell closed nominations and vote was 5-0-1 (Hornbrook). Mayor Arnett was sworn in by Attorney Russell.

Mayor Arnett asked for nominations for Deputy Mayor. Councilor Lawlis nominated Andre Cushing; seconded by Councilor Shakespeare. There being no further nominations, Mayor Arnett closed nominations and vote was 5-0-1 (Hornbrook). Deputy Mayor Cushing was sworn in by Attorney Russell.

#### A. CONSENT AGENDA

Mayor Arnett asked the Clerk to make a correction to the minutes of the December 20, 2010 meeting regarding the Council's motion on Item C.4.a. - Library Circulation Desk. The minutes will be amended to include in the motion that the Council authorized the use of <u>up to \$5,000.00</u> from the Library Reserve account. Motion by Councilor Cushing, seconded by Councilor Shakespeare to accept the Consent Agenda as amended – unanimous vote in favor.

#### **B. PUBLIC COMMENTS**

There were none.

#### C. POLICY AGENDA

#### 1. PUBLIC HEARINGS

a. ADOPTION OF ORDINANCE ENACTING A MORATORIUM ON MEDICAL MARIJUANA DISPENSARIES AND SITES OF MARIJUANA CULTIVATION

Town Planner Bob Osborne explained that the previous moratorium expired and that this would allow an additional 120 days for the Council to review the zoning ordinance and add language necessary for the review of any Medical Marijuana Dispensary applications received by the Town. Bob noted that the Planning Board will be holding its public hearing on the proposed zoning ordinance amendments on January 12th and he anticipated that the process shouldn't take more than another couple of months.

Mayor Arnett explained the procedure for the public hearing and then opened the hearing.

Proponents: Sally Leete of 344 Main Road North stated that she is in favor of extending the moratorium to give the Town a chance to look into it further and for the public to hear the pros and cons.

No one spoke in opposition and there were no general questions or comments. The hearing was closed.

Motion by Councilor Cushing, seconded by Councilor Lawlis to adopt the moratorium ordinance – unanimous vote in favor.

 PROPOSED ZONING ORDINANCE TEXT AMENDMENT RE DAY CARE PROVISIONS – ARTICLE 3.9 RURAL DISTRICT AND ARTICLE 4.19 DAY CARE PROVISIONS

Town Planner Bob Osborne explained that this amendment would allow the operation of a day care facility in buildings separate from a dwelling if common to the lot. He reported that the Planning Board has returned a recommendation of "ought to pass".

Mayor Arnett opened the hearing. No one spoke in favor or opposition and there were no questions or comments. The hearing was closed.

Motion by Councilor Hughes, seconded by Councilor Shakespeare to adopt the Zoning Ordinance text amendments as proposed – unanimous vote in favor.

#### 2. NOMINATIONS-APPOINTMENTS-ELECTIONS

There were none.

#### 3. UNFINISHED BUSINESS

#### a. 2010 COUNCIL COMMITTEE APPOINTMENTS

The slate of committee appointments was accepted.

#### b. COUNCIL STRATEGIC PLANNING SESSION

Mayor Arnett requested that this item be added to the agenda. Motion by Councilor Hughes, seconded by Councilor Cushing to set aside the rules for the purpose of adding an item to the agenda – unanimous vote in favor.

Motion by Councilor Shakespeare, seconded by Councilor Hughes to add the Council Strategic Planning Session discussion to the agenda as Item C.3.b. — unanimous vote in favor.

The Council had scheduled a strategic planning session for Saturday January 22<sup>nd</sup> from 9:00 am to 2:00 pm at the White House Best Western Inn. Due to a conflict, Councilor Hughes is unable to attend on that date and there was discussion about rescheduling the session to Saturday, February 5, 2011. Councilor Hornbrook expressed opposition to scheduling the session on a Saturday and to spending \$100 to pay for a room offsite. She suggested that the session could be held at the Town Office and it could be broken into two evening sessions. During discussion several Councilors expressed that because of the importance of this planning session, it should be held as only one session and that holding it offsite would provide an opportunity for free and open discussion and allow for a teambuilding opportunity for Council members.

Vote to hold the strategic planning session on February 5, 2011 was 5-1 (Hornbrook). A separate vote to hold the session at the White House Inn was also 5-1 (Hornbrook).

#### 4. NEW BUSINESS

a. KIWANIS CLUB OF HAMPDEN – GAMES OF CHANCE LICENSE AUTHORIZATION

Motion by Councilor Shakespeare, seconded by Councilor Hughes to authorize the Kiwanis Club of Hampden to receive a license for Games of Chance – unanimous vote in favor. The license application was circulated for Council's signatures.

b. APPLICATION FOR RENEWAL OF LIQUOR LICENSE RECEIVED FROM WANG & LO, INC. d/b/a FRESH GINGER RESTAURANT, 64 MAIN ROAD NORTH

Motion by Councilor Lawlis, seconded by Councilor Hughes to approve the application – unanimous vote in favor. The liquor license application was circulated for Council's signatures.

#### D. COMMITTEE REPORTS

There were none.

#### E. MANAGER'S REPORT

A copy of the Manager's Report is attached.

It was noted that the second Council meeting for January is scheduled for January 18<sup>th</sup>, which conflicts with the SAD #22 public forum relative to the Hampden Academy re-use. The Council felt it was important to attend that forum and Councilor Shakespeare made the motion to move the second meeting from January 18<sup>th</sup> to January 24<sup>th</sup>; seconded by Councilor Cushing and vote was unanimously in favor.

The January meeting of the Infrastructure Committee will be moved to January 31<sup>st</sup>.

It was suggested that the meeting with the Water District Board of Trustees could be held on February 28<sup>th</sup> in conjunction with the Infrastructure Committee. Manager Lessard will contact the Water District to confirm the date, location and agenda items.

#### F. COUNCILOR'S COMMENTS

Councilor Shakespeare asked Attorney Russell if we are required to have a site for marijuana cultivation/distribution in Hampden. Attorney Russell explained that the statute does not allow us to prohibit dispensaries or cultivation sites but we can impose reasonable restrictions.

Councilor Hornbrook commented that someone had brought an idea to her for a "Food for Thought" session for constituents to make comments or suggestions and ask questions of the Council. This will be placed on the agenda for the next Communications Committee meeting.

Councilor Hughes informed everyone that the Hampden Business Association will have a lunch meeting tomorrow at Anglers Restaurant.

Mayor Arnett expressed thanks to Bud and Ken Hall of Anglers Restaurant for providing lunch at Randall Arendt's presentation at Anglers back in December.

#### G. ADJOURNMENT

(There being no further business, the meeting was adjourned at 8:50 p.m.

Denise Hodsdon

Town Clerk

## MANAGER'S REPORT January 3, 2011

Bangor Region Chamber Dinner – The Bangor Region Chamber Annual Dinner is being held on Wednesday, January 19<sup>th at</sup> the Bangor Civic Center. Please let me know if you plan on attending and I will make reservations for you.

<u>Ice Rink</u> – The Recreation Department is in the process of making the ice rink at the filed adjacent to the pool again. We are hoping that it will once again provide a great location for family skating.

<u>Fire Department Lieutenant</u> – The Public Safety Director has selected Daniel Pugsley as the Lieutenant in the Fire Department to replace Ray Pipes who left to take the Fire Chief position in Hermon. Mr. Pugsley is currently the Fire Inspector and is a paramedic as well.

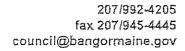
<u>Public Forum- Hampden Academy Re-use</u> – There is a Public Forum being held on Tuesday, January 18<sup>th at</sup> 6 p.m. at the Library at Hampden Academy for the purpose of discussing Demolition, the University of Maine Market Analysis, Maine State Law in regard to re-use, and the Hampden Academy re-use report prepared by WBRC.

<u>Community Reads Invitation</u> – Attached to this report please find an invitation from the City of Bangor to participate in this year's Community Reads for elected officials. The book for this year is To Kill a Mockingbird and the discussion date is Thursday, February 3<sup>rd</sup> from 5:30-8 p.m. at the Hammond Street Senior Center.

<u>Hampden Water District – Meeting with Councilors</u> – The Water District is seeking a meeting date for February for the semi-annual meeting between the Trustees and the Council. Their only unavailable date is 2/17.

<u>Newsletter</u> – The newest edition of the newsletter will be sent out at the beginning of next week. In the meantime – we will have the pdf copy posted on the website.

<u>Christmas Lights</u> – The Christmas lights will be taken down tomorrow (Tuesday). Once again they provided lovely atmosphere for the community during the holiday season. Many thanks again the businesses and individuals who donated funds for the purchase of the decorations.





www.bangormaine.gov

CITY COUNCIL
Susan M. Hawes, Council Chair
Patricia A. Blanchette
Richard B. Bronson
Nelson E. Durgin
Geoffrey M. Gratwick
Charles R. Longo, Jr.
David S. Nealley
Gerry G. M. Palmer
Cary M. Weston

January 4, 2011

Dear Elected/Town Officials:

For the last ten winters the Bangor Public Library and other area libraries have sponsored the "Community Reads" program. All citizens in the Penobscot Valley are encouraged to read the same book and get together for discussions — a chance to exchange ideas, build community and get to know each other. For the past five years, the Bangor City Council and councilors from neighboring towns have held their own special sub-group. Our meetings have been great fun and very successful.

This year we would again like to invite you to join us for a stimulating evening of conversation, food and discussion. Our local libraries have chosen *To Kill a Mockingbird* by Harper Lee, a remarkable and poignant tale of race, justice and injustice. It's a wonderful read.

Where: Hammond Street Senior Center, 2 Hammond St., 262-5532

When: 5:30 - 8:00, Thursday February 3 2011

Participants: limited to 18

Sign up: call Jane Robbins-Teel at 992-4203 ASAP at Bangor City Hall and with

questions

Facilitator: Marge Irvine

Cost: Free – sponsored by a grant from the Maine Humanities Council

Get to know your local elected colleagues, eat good food, enjoy a gentle libation, and think new thoughts. Please join us!

We look forward to hearing from you.

Sincerely yours,

Susan M. Hawes, Mayor

Councilor Geoff Gratwick

73 Harlow Street . Bangor, Maine 04401

## TOWN OF HAMPDEN MASSACHUSETTS

TOWN HOUSE 625 MAIN STREET HAMPDEN, MA 01036 selectmen@hampden.org



BOARD OF SELECTMEN Tel. (413) 566-2151 ext. 100 Fax (413) 566-2010

December 29, 2010

Hampden Town Office Hampden, ME 04444

To Fellow Hampdenites:

Imagine my surprise when I opened this envelope with such a sweet and thoughtful card inside. When I looked at the return address, I did not immediately see the ME, but rather wondered why I had never heard of Old Co Road. It is because it's in Maine and not in Massachusetts.

You must be a wonderful group to receive such a lovely card, (and all along I thought we did a pretty good job here, but I must say, there was no such card delivered to our town office for our services).

Happy Holidays and good health to all of you in the New Year. Patrick McDonough thinks very highly of all of you. It is what we all would wish for.

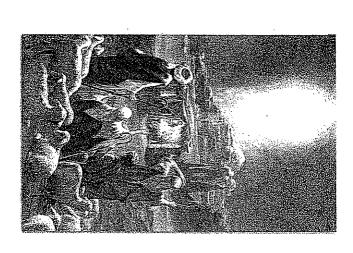
Sincekely,

Pamela B. Courtney Administrative Assistant

/pbc

Enclosure

cc: Patrick F. McDonough 232 Old Co Road Hampden, ME 04444



to The Town office Wonderful and Friendry,

At this time of year when shepherds heard
The tidings of his birth.

May you have
A special measure
Of the joy
Ate brought to earth!
Christmas Blessings.

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Dear Susan,

Re: <u>Hampden Environmental Trust</u>

I resign as a Trustee of the Hampden Environmental Trust, effective on June 30, 2011.

If the Town has difficulty identifying a replacement, I will be pleased to continue serving beyond that date until a replacement is found.

Sincerely,

Mik(
Michael M. Hastings

To: Ms. Susan Lessard

Manager

Town of Hampden

106 Western Avenue

Hampden ME 04444-1629



## MSAD #22 Public Forum On Reuse of Hampden Academy

Hampden Academy Library

Please join the MSAD #22 Board of Directors Reuse Committee to discuss the reuse of Hampden Academy once it is vacated in the summer of 2012.

We welcome your comments and questions as the following agenda will be followed:

#### **❖** Demolition Analysis

- Mel Cole, Northeast Building Consultants
- Gary Bates, Bates Environmental

### University of Maine Market Analysis

 Hugh Stevens, Knowledge Transfer Alliance, discussing possible educational use

#### **❖** State of Maine Law

Rob Nadeau, Esq., Drummond, Woodsum & MacMahon

#### \* Hampden Academy Campus Reuse Report

- Emil Genest, Assistant Superintendent for Business
- Mike Pullen, WBRC Architects/Engineers



Reappointment Application

NAME: <u>Desmarais</u> Dona	ELECT MI
ADDRESS: 6 Charles St. STREET	Hampdon 04444 TOWN ZIP
MAILING ADDRESS (if different):	
TELEPHONE: 862-5053	862-3620 
EMAIL: <u>don. desmarais e gi</u>	nail, com
OCCUPATION: <u>self-employed</u>	
BOARD OR COMMITTEE PREFERENCE:  FIRST CHOICE: Edith Dyer L	brary
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X Reappointment Application

## **TOWN OF HAMPDEN**

## APPLICATION FOR TOWN BOARDS AND COMMITTEES

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	LAST	۵.	FIRST	MI
ADDRESS:	22 Mountain View	N Drive	Hamplen	04444
	STREET		TOWN	ZIP
MAILING ADDR	ESS (if different):			
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Reappointment Application

## TOWN OF HAMPDEN

## APPLICATION FOR TOWN BOARDS AND COMMITTEES

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ADDRESS: 180 Main Bo	FIRST MI  ad Narth 04444  TOWN ZIP
MAILING ADDRESS (if different): ###	
TELEPHONE: 207 942 0396 HOME	C.U 207 702 0348 WORK
EMAIL: 5 stearm/5@	Wadrumen Com
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Check One: \_\_\_\_ Initial Application \_\_\_\_ Reappointment Application

NAME:	Luciano		Scort	M
	LAS	i <b>1</b>	FIRST	MI
ADDRESS:	6 MARION	4 DRIVE	Hampoen TOWN	04444
MAILING ADI	DRESS (if differe	nt):		
TELEPHONE	· 20 80	07 2649		
		02 2649 HOME	WOF	RK
EMAIL: FF	LUCIANO @	YAHOO. COM		
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Check One: Initial Application

Reappointment Application



NAME: Rear	-/-	2514	A.
ADDRESS: 387 616 CO	ounty R	FIRST/ // Hample TOWN	MI
MAILING ADDRESS (if different):	· ·		990-1971 TO B.A.
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Reappointment Application

NAME:	Mahoney	Tracey	
ADDRESS:	<del></del>	Hampden TOWN	0444 719
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TELEPHONE:	\$62-4575 HOME	299 · A	575 WORK
	honey@wans.n		MARKET AND A STATE OF THE STATE
OCCUPATION:	medical commu	inications consultant	
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FOR TOWN USE O		Date Applicat	tion Received AN 0 5 2011
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LURA HOIT POOL

#### Board Meeting Minutes ~ 12/14/10

Cedena McAvoy brought the meeting to order at 7:03 pm.

Those present: Cedena McAvoy, Mary Ellen Conner, Karen Brooks, John Weinmann, Jim Feverston, Darcey Peakall and Julie Macleod. Not present: Greg Hawkins, David Hawkins, Norm Stern, and Pat Foley.

The secretary's minutes were accepted as presented.

The Director's Report:

 $\sim$  The number of participants in November was down 367 people and daily receipts were down \$3,408 compared to last year. The weekend family swims have not been as busy this month and the Hampden Swim Team also has few participants this year (20 fewer people x 5 days a week) so the rental numbers will be lower this whole session.

 $\sim$  The pool rental income was down \$545 compared to last year. Having the SAD #22 adaptive P.E. program cut down their rental time from two hours a week to one-half hour slot a week had affected the rental numbers and income.

 $\sim$  The monthly fuel usage went up 810 gallons compared to last year. Darcey has had Ray's Plumbing and Mechanical Services in to check on the increase of fuel usage. Mechanical Services found some rust holes that are leaking out heat and will be making adjustments and replacing a part to try to get the air handling system working more efficiently.

 $\sim$  Swim lessons for session I had a total of 210 participants for group lessons, which is down 32 students for a decrease in income of \$329 and had 24 participants enrolled in private lessons, which is down 11 people for a decrease in income of \$85 for a total of 234 participants enrolled and a total income of \$12,081.

Darcey put in a \$475 advertisement that will run in the UMaine Black Bear Basketball Program Guide for the season to promote the pool. She also will be distributing through the schools the holiday pool schedules.

Cedena was impressed with the board turnout for the Hampden Tree Lighting Ceremony.

Cedena reported that six tee-shirts have been sold so far. Darcey would like to purchase all the staff a t-shirt as a Christmas present but would like them at cost. A motion was made to charge Darcey \$5.25 per shirt. The motion was passed 5-0.

Treasurer's report was accepted as presented.

Darcey submitted a bill for \$100.00 for swim lesson scholarships. A motion was made to pay the bill from the Susan Abraham Scholarship account. The motion was passed 5-0.

Darcey would like the board to review the Memorandum of Understanding at the next meeting to look at how the money from the Susan Abraham Scholarship Fund can be used. As of this point, the pool has not spent the amount of money that needs to be used each year and would like to look at expanding the criteria if possible.

The drawing winners were chosen (see attachment.) Darcey and Cedena will be calling the winners and each board member that collected prizes will be in charge of sending thank you notes to all the donors. The drawing raised \$792 with more monetary donations still to be collected.

Meeting adjourned at 7:58pm.

Respectfully submitted

Julie A. Macleod

Current Folder: INBOX

Compose Addresses Folders Options Search Help

Message List | Delete

Previous | Next

Forward | Forward.

A-4-6

Subject: HA Status Report

From: "Marie McCaw" <mmccaw@sad22.us>

Date: Mon, January 10, 2011 1:07 pm

To: aarbo8@aol.com (more)

Cc: "Gloria Aurelio" <gaurelio@sad22.us>

Priority: Normal

Options: View Full Header | View Printable Version | Download this as a file

Attached, please find a status report for the new Hampden Academy.

Thank you,

Marie McCaw Secretary MSAD #22 Superintendent's Office

Phone: 862-3255 Fax: 862-2789

#### Attachments:

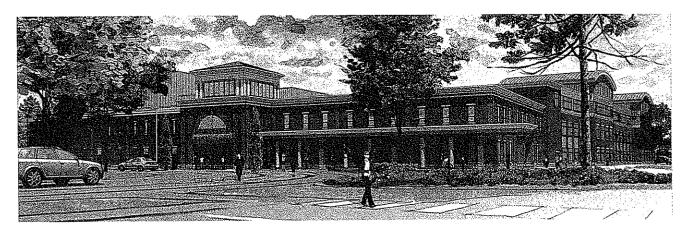
[text/plain] Download | View  $0.1 \, \mathrm{k}$ untitled-[1.1] 3332.22-apr bi-weekly report 16 01-07-2011.pdf [application/pdf] Download 2.4 M



December 25, 2010 - January 7, 2010

#### 3332.22 / Hampden Academy

Phase I General Contractor: Sargent Corporation Phase II General Contractor: J&J Contractors, Inc. Architect's Project Representative: Bruck Wilder



#### December 25, 2010 through January 7, 2011.

- Phase I (site) work stops for the winter with the exception of plowing snow (Photo #1).
- The Phase II temporary tenting and heating of building segments C, E and F is ongoing (Photo #2).
- Construction of the mockup wall is ongoing (Photo #3).
- The placing and finishing of elevated concrete slabs in building segments E and F resumes (Photos #4, #5, #6 and #7).
- Staging is set up and tented in the anticipation of exterior brickwork on the north, east and south elevations of building segment F (Photo #8).
- Structural steel erection and steel deck installation continues in building segments A and D (Photos #9, #10 and #11).
- The segments C and F roof parapets continue to be framed, insulated and sheathed (Photo #12).
- The installation of wood blocking for window and louver openings continues (Photo #13).
- The application of the air/vapor barrier on the exterior sheathing continues (Photo #14).
- The installation of roof insulation (Photo #15) and EPDM membrane (Photo #16) starts on the segment C lower roof.
- The installation of roof drain (Photo #17), sanitary sewer and heat piping (Photo #18) continues in building segments C, E and F.
- The primary electrical service conductors are installed by Bangor Hydro Electric (Photo #19).
- Interior electrical conduit continues to be installed.
- The placing, grading and the compacting of under slab crushed stone in ongoing in building segments C and F.
- Geothermal wells continue to be drilled (Photo #20), piped and grouted.



December 25, 2010 - January 7, 2010

#### 3332.22 / Hampden Academy

#### **PROGRESS PHOTOS:**



Photo #1: View southwest toward Athletic Storage Building #1 foundation and the track field. January 7, 2011.

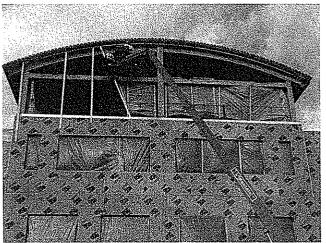


Photo #2: Closing in the 4<sup>th</sup> floor; view north of the building segment F south elevation. January 3, 2011.

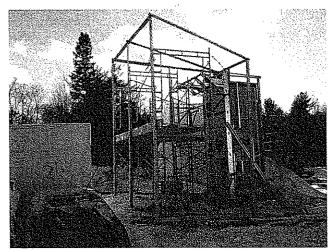


Photo #3: View south of the mockup wall and attendant staging. January 3, 2011.

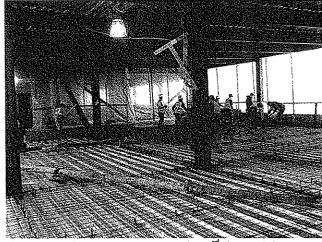


Photo #4: Placing concrete on the 3<sup>rd</sup> floor of the Classroom Wing. December 30, 2011.



December 25, 2010 - January 7, 2010

#### 3332.22 / Hampden Academy

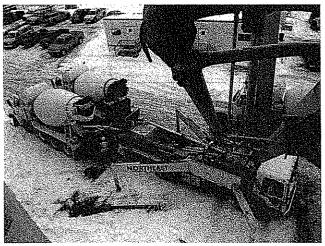


Photo #5: Pumping concrete. December 30, 2011.

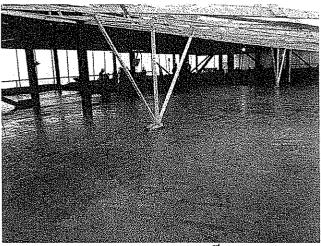


Photo #6: Concrete in place on the 3<sup>rd</sup> floor of the Classroom Wing. December 30, 2011.

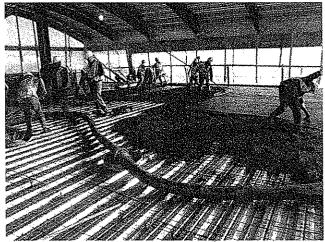


Photo #7: Placing concrete on the 4<sup>th</sup> floor of building segment E. January 6, 2011.

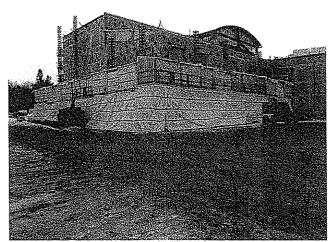


Photo #8: View southwest of building segment F. January 7, 2011.



December 25, 2010 - January 7, 2010

#### 3332.22 / Hampden Academy

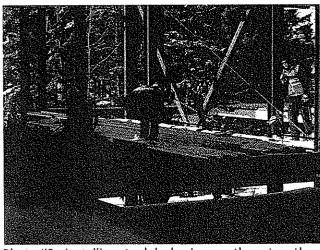


Photo #9: Installing steel deck; view northwest on the 2<sup>nd</sup> floor of segment A. December 28, 2011.

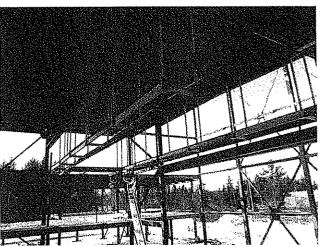


Photo #10: View northwest in the Theatre. January 3, 2011.

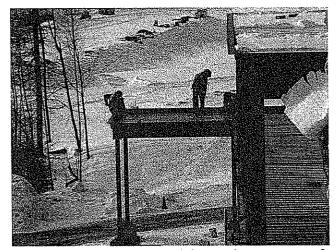


Photo #11: View west toward the southwest corner of the building (segment D). January 4, 2011.

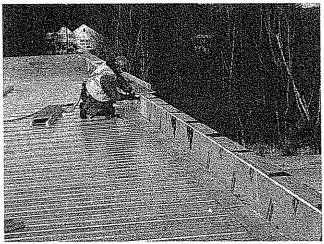


Photo #12: View northeast on the segment C upper roof. January 4, 2011.



December 25, 2010 - January 7, 2010

#### 3332.22 / Hampden Academy



Photo #13: View northwest on the building segment C lower roof. January 4, 2011.

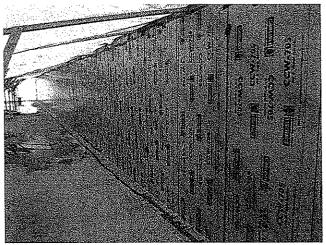


Photo #14: Air barrier membrane installation started on the north elevation of segment F. January 7, 2011.



Photo #15: View northeast of the segment C lower roof; insulation started. January 6, 2011.

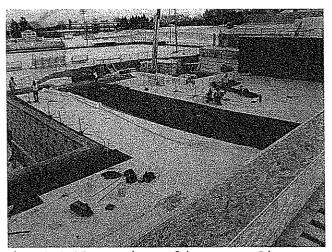


Photo #16: View southeast of the segment C lower roof; EPDM membrane started. January 7, 2011.



December 25, 2010 - January 7, 2010

#### 3332.22 / Hampden Academy



Photo #17: Roof drain piping in place over the Kitchen and Servery. December 30, 2011.



Photo #18: Welding heat pipe in the Classroom Wing. January 4, 2011.

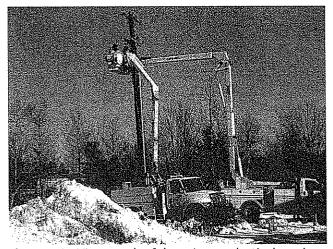


Photo #19: View north of the primary electical service pole northwest of the building. January 6, 2011.

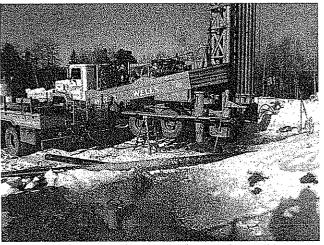


Photo #20: View northwest on the geothermal bore field. January 4, 2011.

Prepared by: Bruck Wilder - Architects Project Representitive

#### **WBRC ARCHITECTS · ENGINEERS**

44 Central Street Bangor, ME 04401-5116 (207) 947-4511 phone (207) 947-4628 fax www.wbrcae.com

cc: File 16

January 5, 2011

Susan Lessard Town Manager Town of Hampden 106 Western Avenue Hampden, Maine 04444

**RE:** Pine Tree Landfill

**Report of Landfill Complaints** 

Dear Susan:

During the Month of December 2010, no complaints were received pertaining to Pine Tree Landfill's operations. For your reference, I have enclosed a summary report for complaints received during the year 2010.

If you should require any additional information, please feel free to contact me at 862-4200, ext. 245.

Sincerely,

Tom Gilbert

Environmental Compliance Manager

Pine Tree Landfill

CC: Cyndi Darling, MDEP

1 om Lalbert

Wayne Boyd, Casella Waste Systems, Inc. Don Meagher, Casella Waste Systems, Inc. Toni King, Casella Waste Systems, Inc.

#### PINE TREE LANDFILL - SUMMARY OF COMPLAINTS FOR 2010

2010	-OBJECT OF COMPLAINT-					MONTH		
MONTH	ODOR	NOISE	LIGHTS	DUST	TRAFFIC	BIRDS	OTHER	TOTAL
JAN.	1	0	0	0	0	0	0	1
FEB.	1	0	0	0	0	0	0	1
MAR.	2	0	0	0	0	0	0	2
APR.	1	0	0	0	0	0	0	1
MAY	0	0	0	0	0	0	0	0
JUN.	1	0	0	0	0	0	0	1
JUL.	1	0	0	0	0	0	0	1
AUG.	0	0	0	0	0	0	0	0
SEP.	0	0	0	0	0	0	0	0
OCT.	0	0	0	0	0	0	0	0
NOV.	0	0	0	0	0	0	0	0
DEC.	0 .	Ó	0	0	0	0	0	0
TOTALS	7	0	0	0	0	0	0	7

A-4-d

#### DM&J WAS

Winterp
Tel. (207) 223-4112
Fax (207) 223-5411
Website:dmjwaste.com
Email:help@dmjwaste.com

#### **MEMO**

TO:

Town of Hampden

DATE:

January 14, 2011

SUBJECT:

2010 Year End- Waste Totals

FROM:

DM&J Waste, Inc.

In 2010, we hauled, disposed of, and/or received the following tons of material from you,

Town of Hampden

2010 fiscal year

Demolition Debris = 630.12 tons (106 loads)

Wood = 445.51 tons (78 loads)

MSW= 10.22 tons (3 loads)

July 1 2009 to June 30, 2010

Demolition Debris = 571.33 tons (104 loads)

Wood = 486.27 tons (84 loads)

MSW= 3.87 tons (1 load)

Thank you and we look forward to serving you in 2011.

# EDYTHE L. DYER COMMUNITY LIBRARY BOARD OF TRUSTEES' MEETING NOVEMBER 10, 2010 MINUTES

Call to order: A regular meeting of the Board of Trustees of the Edythe L. Dyer Community Library was held at the Edythe L. Dyer Community Library, Hampden, Maine on November 10, 2010. The meeting convened at 7:38 am, Chair Don Desmarais presiding, Debbie Lozito recording secretary.

**Members present:** Debbie Lozito (ex officio), Don Desmarais, Dave Barrett, Ruth Stearns, Mary Ann Bjorn, Yvonne Lambert, Judy Beebe, Cheri Condon, Tony Mourkas, John Skehan

Members absent: Mark Russell, Richard Jenkins

**Approval of minutes:** Motion was made by Tony and seconded to approve the minutes of the September 8, 2010 meeting. **Motion carried**.

Library reports:

Fees and fines
Morgan Stanley Smith Barney
Circulation
irector

#### id Business:

- a. Policy discussion
  - 1. Tony moved acceptance of Disaster Policy. Seconded motion carried unanimously
- 2. Tony moved acceptance of Exhibits and Notices Policy. Seconded; motion carried unanimously b. Endowment Reception scheduled for December 2, 2010. Judy—reception hours will be 3 pm to 6 pm. Edwards Family Shop and Save has donated food in the past, Judy will approach Hannaford about donating this year. Trustees will be in contact with Judy about food and decorations for the event.

The next meeting is scheduled for January 12, 2010.

Adjournment: The meeting was adjourned at 8:20 a.m.

Debbie Lozito

Recording Secretary

Date of approval

7-3-C

#### **Request for Proposal**

The town of Hampden seeks proposals from qualified commercial realtors for the promotion, marketing and sale of the Hampden Business and Commerce Park (HBCP) as well as the properties within the HBCP.

The HBCP is approved for a total of 37 subdivision lots. Phase 1 was constructed which has 18 lots. Of those lots, seven (7) have a full contingent of street and utilities, and remain available for purchase. Phase 2 which would be comprised of the remaining 19 lots is un-built at this time. The subdivision has Department of Environmental Protection Site Law Approval and local Subdivision approval.

Park and site development must conform to a Declaration of Covenants, Conditions and Restrictions and the Hampden Zoning Ordinance.

Additional information on the HBCP is available on Hampden's website at www.Hampdenmaine.gov and/or from Hampden's Director of Community and Economic Development. Dean L. Bennett can be reached at 207-862-3@34 or dlbhampden@hotmail.com.

The town of Hampden will enter into a negotiated contract with the successful applicant for realtor services. A creative and innovative approach is desired.

Proposals shall be submitted on or before December 31, 2010

Proposals shall be submitted to:

Denise Hodsdon, Town Clerk Town of Hampden 106 Western Avenue Hampden, Maine 04444

Proposals shall be clearly marked:

Commerce Park Proposal

Proposals shall be opened on: January 5' 2011

2:00 PM (Council Chambers)

C-3-d

## Renaissance Planning Associates

18 Deer meadow Drive Albion Maine 04910

William Najpauer 437-2066 wnajpauer@uninets.net

Sarah Flaks 622-6356 Sflaks@gwi.net

#### **MEMO**

To:

Dean Bennett

From:

Bill Najpauer

Date:

11/29/10

RE:

Work Proposal for a Zoning Ordinance Revision

The proposal to revise the existing Zoning Ordinance to conform to the changes specified in the new Hampden Comprehensive Plan and to re-organize the ordinance into a more user friendly document format will cost \$4,750. We will provide a complete working ordinance draft suitable for municipal staff and citizen review and comment. The above listed price does not include updating as a result of additional public or municipal staff comment.

The work will consist of the following:

- Meet with the Director of Community and Economic Development, Town Planner and Code Enforcement Officer to identify problem areas in the existing document, determine sections of the ordinance which are working and do not need to be revised and to establish a more user friendly format.
- Update the ordinance as applicable based upon recommendations contained in the new Comprehensive Plan.
- Update and revise the zoning districts including any new districts recommended in the new Comprehensive Plan.
- Create a comprehensive use chart showing the type of review that is required for different uses/activities in each zoning district.
- Create a comprehensive dimensional requirement chart showing all of the applicable dimensional requirements for each district.
- Update the Site Plan review process as per discussion with municipal staff.
- Update the Conditional uses section as per discussion with municipal staff.
- Revise and reorganize the general regulation section of the ordinance.
- Revise and update zoning performance standards to better clarify and establish



TO:

Mayor Arnett and Hampden Town Council

FROM: SUBJECT: Robert Osborne, Town Planner Draft Zoning Text Amendments for the Commercial Service District.

DATE:

January 3, 2011

Please be advised that the Planning Board at their January 14, 2011 meeting held a public hearing on the attached draft Zoning Ordinance text amendments to the Commercial Services District. The Planning Board voted unanimously to return this item to the Council with an "ought-to-pass" recommendation. There was no public comment on the item.

The Board only voted on the zoning amendment piece. They did not raise any concerns about the proposed amendments to the Mobile Home Park Ordinance which I have attached.

I would suggest that both the Zoning Ordinance and Mobile Home Park Ordinance amendments attached should be set for public hearing.

#### TOWN OF HAMPDEN

#### Draft

The Town of Hampden Hereby Ordains
Proposed Amendments to the Zoning Ordinance

Deletions are Strikethrough

Additions Double Underlined

#### 3.3. Commercial Service District

- 3.3.1. Purpose This district is intended for the location of heavy commercial uses, wholesale uses, office buildings, automotive type of uses such as sales and service, convenience stores and commercial service type of uses. In general this area is devoted to service or wholesale uses.
- 3.3.2. Permitted Uses (Subject to Site Plan Review) Any retail or service business, hotel and motels, business or professional offices, take-out restaurant, small restaurant, sit-down restaurant, automobile service, place of assembly, outdoor recreation and accessory uses or structures. Essential service and buildings for essential service, single family dwellings in existence on the date of this amendment. (Amended 12-6-04)
- 3.3.3. Conditional Uses (Subject to Site Plan Review) Fast-food restaurant, outdoor dining restaurant, tavern, bar, dance hall, commercial school, drive-thru business, wholesale distribution, truck terminal, light industrial operations (but not including excavation, gravel pit and quarry activities) which do not exceed 10,000 square feet, such as warehousing assembly or fabrication. Functionally water-dependent uses along the Penobscot River. Any establishment which provides in excess of 5,000 square feet of outdoor display or storage of goods or equipment. Stockpiles (subject to Article 4.9) not accessory to excavation, gravel pit and quarry activities. (Amended 4-7-03, 12-6-04, 12-17-07, 03-01-10)

#### 3.3.4. Lot Dimensions

Minimum Lot Area - 20,000 sq. ft.
Minimum Road Frontage - 100 feet

Minimum Setbacks:

Street Yard - 40 feet
Other Yards - 30 feet
Maximum Ground Coverage - 25 percent
Maximum Building Height - 35 feet

#### 3.3.5. Special District Regulations

- 1. Where a commercial or industrial use abuts any residential use or residential district, the other yard setback shall be double where it abuts the residential property.
- 2. Notwithstanding the maximum building height regulations in Article 3.3.4. building height may be up to 50 feet under the following standards. Buildings in excess of 35 feet in height shall provide additional setbacks on all yards as herein stipulated: Subtract 35 feet from the proposed building height and add that difference to each yard setback requirement. (Amended 03-01-10)

EXAMPLE: A 48 foot tall building is proposed. By subtracting the base Commercial Service District maximum building height from the proposed height the following is the result 48' - 35' = 13'.

Then add that amount to each yard or setback.

Setback Type

Street Yard

Other Yard

Base Setbacks:

- 40 feet

30 feet

43 feet

- 3. Notwithstanding other requirements in this section any structure which requires access to rail service shall not be required to setback from the railroad siding. (Amended 8-17-92, 10-4-93)
- 4. Fast-food restaurant use shall be located on a lot having a minimum lot size of 1.5 acres, minimum frontage of 200 feet and no part of the vehicle queue shall be located within 100 feet of a residential structure. (Amended 12-6-04)
- 5. Sale or consumption of alcoholic beverages is prohibited for outdoor dining restaurant uses in conjunction with take-out restaurants and fast-food restaurants. (Amended 12-6-04)
- 6. Outdoor dining areas proposed for outdoor dining restaurant uses shall be clearly delineated on a site plan including barriers required under M.R.S.A. *Title 28-A*. Outdoor dining restaurant uses proposing outdoor consumption of alcoholic beverages shall comply with M.R.S.A. *Title 28-A: LIQUORS §1051. Licenses generally* which requires that outside areas be controlled by barriers and by signs prohibiting consumption beyond the barriers. (Amended 12-6-04)
- 7. Notwithstanding the maximum building height regulations buildings used for functionally water-dependent uses along the Penobscot River are not subject to the maximum building height standard in Article 3.3.4. or 3.3.5.2. provided the lot area for such a use is at least five acres in size. (Amended 03-01-10)
- 8. Notwithstanding the above requirements, residential use accessory structures which are not attached to a residential principal building may be located on a lot in accordance with the following:

Accessory Structures Ground F	loor Area	Up to 150 Square Feet
Maximum Height		16 Feet
Minimum Other Yard	**	5 Feet

Once located in accordance with the foregoing requirements, said accessory structures shall not be attached to a principal building unless said structures are in compliance with the Other Yard requirement of the District.

#### TOWN OF HAMPDEN Draft

The Town of Hampden Hereby Ordains
Proposed Amendments to the Mobile Home Park Ordinance

Deletions are Strikethrough

Additions Double Underlined

## ARTICLE 1 GENERAL PROVISIONS

- 1.1. Title. This Ordinance shall be known as the "Mobile Home Park Ordinance of the Town of Hampden, Maine," and shall be referred to herein as the "Ordinance."
- 1.2. Authority. This Ordinance is enacted under the authority granted to the Town by the constitution and statutes of the State of Maine.
- 1.3. Purposes. The purposes of this Ordinance are:
- 1. To promote the public health, safety and welfare of the residents of the Town;
- 2. To establish standards for mobile homes located in mobile home parks;
- 3. To establish standards for the maintenance and operation of mobile home parks;
- 4. To establish standards for the maintenance and occupancy of mobile homes and mobile home lots located in mobile home parks; and
- 5. To establish a licensing and enforcement mechanism for mobile home parks.
- 1.4. Applicability. The provision of this Ordinance shall apply to all mobile home parks, and the mobile homes located within mobile home parks, as defined by this Ordinance and by Title 30-A M.R.S.A. § 4358, located within the Town of Hampden on or after May 1, 2004.
- 1.5. Conflict With Other Ordinances. Whenever the requirements of this Ordinance are in conflict with the requirements of any other rule, regulation, ordinance, or statute, the more restrictive requirement shall prevail, unless otherwise prohibited by state law or expressly provided for in this Ordinance.
- 1.6. Definitions. For the purposes of this Ordinance, the following definitions shall apply:

Accessory Structure: A structure of a nature customarily incidental or subordinate to the principal structure.

Code Enforcement Officer: A person or persons appointed by the Town Manager to administer and enforce Town Ordinances. The term shall also include Building Inspector, Fire Inspector, Local Plumbing Inspector and the like, if applicable.

Licensee: The mobile home park owner or the applicant for a mobile home park license.

Mobile Home: Two types of mobile homes are included in this definition:

- 1. Certified mobile home. Those units constructed after June 15, 1976, which the manufacturer certifies are constructed in compliance with the United States Department of Housing and Urban Development standards, meaning structures transportable in one or more sections, that in the traveling mode are fourteen (14) body feet or more in width and are seven hundred fifty (750) or more square feet, and that are built on a permanent chassis and designed to be used as dwellings, with or without permanent foundations, when connected to the required utilities, including the plumbing, heating, air-conditioning and electrical systems contained therein. This term shall also include any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 United States Codes 5401, et seq.
- 2. Non-certified mobile homes: Those units constructed prior to June 15, 1976, meaning structures, transportable in one (1) or more sections, which are eight (8) body feet or more in width and are thirty-two (32) body feet or more in length, and which are built on a permanent chassis and designed to be used as dwellings, with or without permanent foundations, when connected to the required utilities, including the plumbing, heating, air-conditioning or electrical systems contained therein.

Mobile Home Owner: A person having ownership and/or legal control of a mobile home herein after referred to as home owner.

Mobile Home Park: A parcel of land under unified ownership approved by the Town for the placement thereon of three or more mobile homes.

Mobile Home Park Lot: The area of land on which an individual mobile home is situated within a mobile home park and which is reserved for use by the occupants of that mobile home.

Mobile Home Park Owner: A person having ownership and/or legal control of a mobile home park herein after referred to as Park Owner.

Mobile Home Stand: The part of an individual mobile home lot which has been constructed and reserved for the placement thereon of a mobile home.

Person: An individual, partnership, corporation, limited liability company, limited liability partnership, trust or any other form of legal entity recognized under the laws of the State of Maine.

Structure: Anything constructed or erected, the use of which requires a location on the ground or attachment to something located on the ground, including, but not limited to, buildings and mobile homes.

Utility Structure: A structure located on a mobile home lot not exceeding 150 sq. ft. and located on a mobile home lot which is designated and used for the storage and use of personal property of the mobile home occupants.

Non-Combustible Utility Structure: A metal structure not exceeding 100 sq. ft. floor area located on a mobile home lot which is designated and used for the storage and use of personal property of the mobile home occupants.

## TOWN OF HAMPDEN Draft

The Town of Hampden Hereby Ordains
Proposed Amendments to the Mobile Home Park Ordinance

Deletions are Strikethrough

Additions Double Underlined

## ARTICLE 5 OBLIGATIONS OF PARK OWNERS.

- 5.1. The Park Owner shall provide the occupants of the mobile home park with a copy of this Ordinance, and inform the occupants of their duties and responsibilities under this Ordinance.
- 5.2. The Park Owner shall operate the mobile home park, or cause the same to be operated, in compliance with this Ordinance, and shall provide adequate supervision to maintain the park, its facilities, improvements, and equipment in good repair and in a clean and sanitary condition, as well as in compliance with all state and local laws, regulations, or ordinances.
- 5.3. The Park Owner shall maintain all streets, roadways and driveways in the mobile home park in good repair, and shall keep the same clear of snow, ice, standing water, and debris. In addition, the streets and roadways in the mobile home park shall be constructed and maintained so as to comply with the "Fire Lane" requirements of the Town of Hampden Fire Prevention Code.
- 5.4. The Park Owner shall maintain the mobile home park in a clean, orderly, safe and sanitary condition at all times.
- 5.5. The Park Owner shall remove any abandoned, burned, dilapidated, or abandoned mobile home from the mobile home park within ten business days of a notice from the Code Enforcement Officer.
- 5.6. The Park Owner shall not permit the presence or any accumulation of any (1) abandoned, unregistered or un-inspected motor vehicles, or parts thereof, or (2) discarded, worn-out or junked plumbing, heating supplies, electronic or industrial equipment; household appliances; furniture; discarded, scrap or junked lumber; old or scrap copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or scrap iron, steel or other scrap ferrous or nonferrous material, or other solid waste or debris in the mobile home park, whether on the streets or other common areas under the control of the Park Owner or on the individual mobile home lots.
- 5.7. The Park Owner shall be responsible for the proper placement of each mobile home on its mobile home stand, which includes securing its stability and installing all utility connections. Owner shall also be responsible for the disconnection of all utilities prior to the departure of a mobile home from the park.
- 5.8. The Park Owner shall conspicuously post a copy of the license in Park Owner's office or on the premises of the mobile home park at all times.
- 5.9. The Park Owner shall notify the Code Enforcement Officer and Tax Assessor, in writing, of the arrival or impending departure of any mobile home or any change of ownership that occurs within the park.
- 5.10. The Park Owner shall make adequate provision for the storage, collection, and lawful disposal of all refuse from the mobile home park, and shall take adequate measures to prevent the creation of health

hazards, rodent harborage, insect breeding areas, accident hazards, or air, water, or ground pollution. All refuse and garbage shall be bagged in plastic garbage bags by the homeowner or occupant for storage in fully and tightly enclosed, watertight, rodent-proof containers, which shall be provided by Owner in sufficient number and capacity to prevent any refuse or garbage from overflowing. Satisfactory container racks or holders shall be provided by the Owner and shall be located not more than 150 feet from any mobile home lot, or the Park Owner shall cooperate with the Code Enforcement Officer to establish mutually agreed upon locations.

- 5.11. The Park Owner shall bring all nonconforming non-certified mobile homes into compliance with the safety standards of Article 8. The Code Enforcement Officer may, as part of a conditional license, enter into a schedule of compliance with the Owner.
- 5.12. The Park Owner shall provide adequate supervision to ensure that the mobile home park, mobile home lot, mobile homes, and the owners or occupants of mobile homes comply with the provisions of this Ordinance. Owner shall include provisions in rental agreements requiring that individual owners or occupants of mobile homes shall comply with the provisions of this Ordinance, and Owner shall be obligated to pursue legal remedies for any breach of those requirements.
- 5.13. The Park Owner shall cooperate fully with the Code Enforcement Officer in the administration and enforcement of this Ordinance, including providing assistance in gaining access to mobile homes for the required inspections. The Park Owner shall co-apply with mobile home owners and or occupants for any building permit for a utility structure or non-combustible utility structure and shall insure that the location selected for such structures minimizes any negative impacts on safety and egress.
- 5.14. The Park Owner shall not assign or transfer the license without the prior approval of the Code Enforcement Officer. Any assignment or transfer shall be subject to the condition that the transferee agree in writing to abide by the terms and conditions of the license and this Ordinance.
- 5.15. The owner(s) of the land on which the mobile home park is located shall be ultimately responsible for compliance with this Ordinance, and shall remain responsible therefore regardless of the fact that this Ordinance may also place certain responsibilities on the license holder, or mobile home owners and/or occupants. This shall be so regardless of any agreements between the owners of the land and the license holder or owner/occupants of mobile homes as to which parties shall assume such responsibility.

## ARTICLE 6 OBLIGATIONS OF MOBILE HOME OWNERS OR OCCUPANTS.

- 6.1. It shall be the duty of the owners or occupants of mobile homes in a mobile home park to give the Code Enforcement Officer access to the mobile homes at reasonable times for the purpose of conducting an inspection thereof to determine satisfactory compliance with the requirements of this Ordinance.
- 6.2. The owners or occupants of mobile homes in a mobile home park shall comply with all applicable requirements of this Ordinance, and shall maintain his/her mobile home, mobile home lot, and any facilities, improvements, or equipment, in good repair and in a clean and sanitary condition. The home owner or occupant shall not cause or permit the presence or accumulation of the items specified in Article 5.6 on his/her mobile home lot, or at any other location within the mobile home park.
- 6.3. No home owner or occupant shall allow animals in his/her custody to run at large, or commit any nuisance, within the mobile home park.
- 6.4. No home owner or occupant shall permit his/her mobile home to be occupied by a greater number of

persons than that for which it was designed.

- 6.5. The space directly beneath each mobile home shall be kept clean and free from refuse, or other combustible materials.
- 6.6. No home owner or occupant shall permit the parking of vehicles or the storage of personal property so as to interfere with access to the lots or mobile homes in the mobile home park by other owners or occupants, or especially with access by emergency vehicles or personnel.
- 6.7. No home owner or occupant shall locate or use a utility structure or non-combustible utility structure on his/her lot unless it is located no closer than 10 feet to any mobile home or other utility structure, and is made of noncombustible materials. In addition, said structure shall not exceed 150 square feet in area and 10 feet in height. In accordance with the standards found in Article 8.3.18 of this ordinance and they have first receiving a Building Permit from the Town of Hampden. Home owners and occupants shall coapply with Park Owners for a building permit for a utility structure or non-combustible utility structure and the Park Owner shall insure that the location selected for such structures minimizes any negative impacts on safety and egress.
- 6.8. No home owner or occupant shall dispose of any garbage or refuse except by first bagging the garbage or refuse into a plastic garbage bag and the placing them into provided facilities in a clean and sanitary manner.
- 6.9. The individual owner of a non-certified mobile home shall be responsible for bringing the mobile home into compliance with the safety standards set forth in Article 8. The Code Enforcement Officer is authorized to enter into a schedule of compliance with such a home owner.





## **Pace Agreement**

Thomas A. Russell <tar@frrlegal.com>

Wed, Jan 19, 2011 at 4:59 PM

To: Robert Osborne <planner@hampdenmaine.gov>, Denise Hodsdon <clerk@hampdenmaine.gov>, Light Lady lightlady\_1@yahoo.com>

All: Attached is a revised Contract. I tailored it to include Hampden's information, and I also added Section 2.1.J to require that the Trust provide the materials necessary for the Town to carry out its educational and outreach obligations under Section 3.1. In addition, I added language to Section 3.2 to require notice of any deviations from the PACE requirements. The assistance and cooperation provisions of Section 3.4 could be burdensome on the Town, but the Town can always terminate the Contract upon 90 days notice under Section 5.1. Please contact me if you have any questions or comments. Tom

Revised PACE Administration Contract .doc

#### PROPERTY ASSESSED CLEAN ENERGY (PACE) ADMINISTRATION CONTRACT

THIS Property Assessed Clean Energy (PACE) Administration Contract (the "Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_\_\_, 2011, by and between **Town of Hampden**, a municipal corporation duly organized and existing under the laws of the State of Maine whose mailing address is 106 Western Avenue, Hampden, Maine 04444, (the "Municipality") and the **Efficiency Maine Trust**, a legal entity and instrumentality of and a body corporate and politic under the laws of the State of Maine (the "Trust"). The foregoing also are referred to herein collectively as the "Parties" or singly as "Party."

WHEREAS, the 124<sup>th</sup> Maine Legislature has enacted Public Law 2009, Chapter 591, "An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses," also known as "the Property Assessed Clean Energy Act" or "the PACE Act"; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy ("PACE") Ordinance to establish a PACE Program, so that owners of qualifying property can access financing for energy saving improvements to their properties located in the municipality; financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE Program; and

WHEREAS, the Municipality has adopted a PACE Ordinance; and

WHEREAS, the Parties wish to establish their respective responsibilities in the administration of the PACE Program.

#### WITNESSETH:

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. DEFINITIONS. Capitalized terms used in this Contract shall have the meanings given them in 35-A M.R.S.A. §10153 unless otherwise specified herein. In addition, these terms are defined as follows:
- 1.1. PACE agreement. "Pace Agreement" means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE Mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

- 1.2. <u>PACE District.</u> "PACE District" means the area within which the Municipality establishes a PACE Program under this Contract, which is all of that area within the Municipality's boundaries.
- 1.3. <u>PACE Loan.</u> "PACE Loan" means a loan made to the owner(s) of a Qualifying Property for an Energy Saving Improvement.
- 2. TRUST'S RESPONSIBILITIES. The Trust shall, itself or through its authorized agents:
- 2.1. <u>Administration</u>. Administer the functions of a PACE Program which administration shall include, without limitation:
  - A. the Trust will enter into PACE Agreements with owners of Qualifying Property in the Municipality's PACE District;
  - B. the Trust, or its agent, will create and record a Notice of the PACE Agreement in the appropriate County Registry of Deeds to create a PACE Mortgage;
  - C. the Trust, or its agent, will disburse the PACE Loan to the property owner;
  - D. the Trust, or its agent, will send PACE Assessment statements with payment deadlines to the property owners;
  - E. the Trust, or its agent, will be responsible for collection of the PACE Assessments;
  - F. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the PACE Assessment;
  - G. the Trust or its agent, promptly shall record the discharge of a PACE mortgage upon full payment of the PACE loan;
  - H. the Trust, or its agent, will be responsible for management of federal grant funds; and
  - I. the Trust, or its agent, will ensure the collection of data required to quantify carbon savings and to facilitate access to and eligibility for voluntary carbon markets, for federal grants for energy efficiency and for other incentive programs that support Energy Saving Improvements.
  - J. the Trust shall produce and make available to Municipality, the materials necessary or appropriate for the education and outreach program under 3.1 below.
- 2.2. <u>Terms and Conditions.</u> Pursuant to 35-A M.R.S.A. §10154, the Trust may establish terms and conditions under which municipalities and property owners may participate in a PACE Program established thereunder, and the Parties agree that they, the PACE Program

hereunder and this Contract are subject to those terms and conditions as amended from time-to-time.

#### 3. MUNICIPALITY'S RESPONSIBILITIES.

- 3.1. Education and Outreach Programs. The Municipality agrees to adopt and implement an education and outreach program so that owners of property in the Municipality are made aware of home energy saving opportunities, including the opportunity to finance Energy Saving Improvements with a PACE Loan.
- 3.2 <u>Conformity with Home Energy Savings Program</u>. The Municipality agrees to conform its PACE Program to the requirements contained in the Home Energy Savings Program, upon receipt of written notice of any nonconformities.
- 3.3. Acceptance and Disbursement of Funds. The Municipality agrees to accept PACE funds from the Trust and to disburse PACE funds back to the Trust as needed to satisfy the conditions of the federal grants and to allow the Trust to fund and administer a uniform system of municipal PACE Programs throughout the State.
- 3.4. Assistance and Cooperation. The Municipality agrees to cooperate with the Trust in the administration of the Municipality's PACE Program, including but not limited to, providing information about applicant properties including property tax payment and lien status, taxable value of residential properties in town, and providing reasonable and necessary aid to the Trust for required data collection, recordkeeping and reporting functions relative to the PACE Program in the PACE District, and providing reasonable and necessary support to the Trust's PACE loan, PACE Assessment, and billing and collection functions.
- 3.5. Conformity. If standards or rules and regulations are adopted by any State or federal agency subsequent to the Municipality's adoption of a PACE Ordinance or participation in a PACE Program and those standards or rules and regulations substantially conflict with the Municipality's manner of participation in the PACE Program, the Municipality, should it desire to continue its participation in the PACE Program, will be required to take necessary steps to conform its participation to those standards or rules and regulations.

#### 4. TERM.

4.1. This Contract is for a period of three (3) years and shall automatically be renewed for additional periods of three (3) years unless either Party provides the other with ninety (90) days' advance written notice of intent not to renew this Contract.

#### 5. TERMINATION.

5.1. Either Party may terminate this Contract for convenience by providing the other with ninety (90) days' advance written notice of termination. On and after the date of termination, the Municipality no longer will have a PACE Program administered by the Trust except for those PACE Loans already secured by PACE Mortgages as of the date of termination.

#### 6. LIABILITY.

- 6.1. Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE Program established under this Contract, including, without limitation, claims for or related to uncollected PACE Assessments.
- <u>6.2.</u> Other than the fulfillment of its obligations specified in a PACE Agreement, the Municipality has no liability to a property owner for or related to Energy Saving Improvements financed under a PACE Program.

#### 7. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices, demands or other communications made pursuant to this Contract shall be in writing and shall be sent by (i) registered or certified United States mail, postage prepaid, (ii) by overnight courier, or (iii) by facsimile. Such notice shall be deemed effective upon delivery addressed as follows:

To the Municipality:

Susan Lessard, Town Manager Town of Hampden 106 Western Avenue Hampden, ME 04444

To the Trust:

Efficiency Maine Trust
101 Second Street
Hallowell, ME 04347
Attention:

- 7.2 Entire Agreement, Modifications. This Contract constitutes the entire agreement of the Parties, and neither Party shall be bound by any statement or representation not contained herein. Except as provided herein, this Contract cannot be changed, amended or modified, except by another agreement in writing signed by all Parties hereto or by their respective successors in interest.
- 7.3 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or interest of any provisions of this Contract.
- 7.4 Severability. If any section, term, covenant, or condition of this Contract or the application thereto to any person or circumstances shall, to any extent be illegal, invalid or unenforceable because of judicial construction, the remaining sections, terms, covenants, and conditions of this Contract, or the application of such term, covenant, or condition to persons or

circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each section, term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by Law.

- 7.5 Governing Law, Remedies. This Contract shall be governed by and construed in accordance with the laws of the State of Maine. Except as otherwise agreed by the Parties in writing, all disputes, claims, counterclaims and other matters in question between the Municipality and the Trust arising out of or relating to this Contract shall be decided by a Maine court of competent jurisdiction.
- 7.6 Assignment; Successors and Assigns. This Contract may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. This Contract shall benefit and be binding upon the Parties hereto and their respective permitted successors and assigns.
- 7.7 Non-Waiver. Except as expressly provided in this Contract, the failure or waiver, or successive failures or waivers on the part of either Party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either Party hereto, its successors or Contract permitted assigns, to enforce the same in the event of any subsequent breach thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Property Assessed Clean Energy (PACE) Administration Contract, to be executed by their duly authorized representatives as of the date first set forth above.

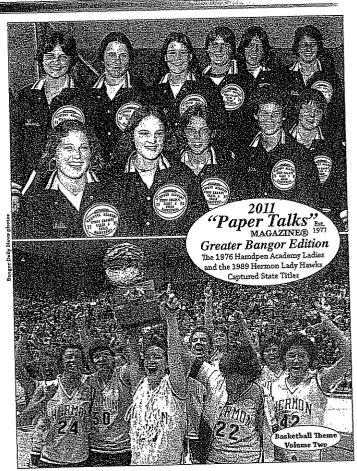
	TOWN OF HAMPDEN	
By:	·	
4	Susan Lessard	
]	Its Town Manager	
Ву:	EFFICIENCY MAINE TRUST	
<i></i>	Signature	
	Print Name	
Its	•	(Title)

# "Paper Talks" Est. MAGAZINE® 1977

P.O. Box 219 · Jonesboro, Maine 04648

Tel. 207-862-4508 • Email: info@papertalks.com

G. Pierre Dumont, Sr. - editor • Mark L. Pierce, Paul M. Dumont and PJ Dumont - associates



Volume 2 of a three part basketball/ cheerleading edition will be the featured topic for the 2011 issue covering Greater Bangor.

The 1976 Hampden Academy Ladies and the 1989 Hermon Lady Hawks will dominate the cover...both were state champions in basketball.

All of the area high schools and many of the grammar schools will be represented through photos of their basketball and cheerleading squads. Also included will be profiles on many of the outstanding players, coaches and referees from 1950 to 1990.

# July Release • 10,000 copy run

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Ad Size	C.O.D.	Prepaid	# Of Copies
Back Cover	<del>\$1590</del>	<del>\$1490</del>	<del>275</del> -
Inside Front Cover	<del>-\$1560</del>	<del>\$1455</del>	<del>250</del> -
Full Page Inside	\$1500	\$1435	250
One Half Page	\$999	\$960	160
One Third Page	\$930	\$890	140
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One Quarter Page	\$765	\$735	90
One Sixth Page	,	\$755 \$364	50
One Ninth Page	\$385	\$230	30
One Fifteenth Page	\$250	• -	25
One Eighteenth Pag	ge \$199	\$197	20

Ad Copy Deadline is Friday, July 1st, 2011

Town of Hampden 106 Western Avenue Hampden, Maine 04444



Phone: (207) 86 Fax: (207) 862email: hampder

To: Finance Committee
From: Tammy Ewing
Date: January 18, 2011

Re: Ambulance Abatements

The attached is a list of uncollected ambulance bills totaling \$26,464.21 for the calendar year 2009.

These calls are for patients who were classified as Private/Self-Pay.

These calls have been outstanding for over one year and it is recommended they be abated.

Town of Hampden 106 Western Avenue Hampden, Maine 04444



Phone: (207) 862-3034 Fax: (207) 862-5067 email: hampden@midmaine.com

To: Finance Committee From: Tammy Ewing Date: January 18, 2011

Re: Ambulance Abatements

The attached is a list of uncollected ambulance bills totaling \$2296.00 for the calendar year 2009.

These calls are for patients who were denied by their insurance company.

These calls have been outstanding for over one year and it is recommended they be abated.

Town of Hampden 106 Western Avenue Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
email: hampden@midmaine.com

To: Finance Committee From: Tammy Ewing Date: January 18, 2011

Re: Ambulance Abatements

The attached is a list of uncollected ambulance bills totaling \$870.60 for the calendar year 2009.

These calls are for patients who were denied by their co-insurance or do not have co-insurance.

These calls have been outstanding for over one year and it is recommended they be abated.

TO:

Susan Lessard, Town Manager

FROM:

Kelly Karter, Assessor

RE:

Bugene & Sherri Chen, 77 Main Road South: Map 41-0-018

DATE:

December 28, 2010

On August 24<sup>th</sup> I did a full inspection of the above property, per Mrs. Chen's request. During the visit I noted that there were a number of items (such as the roof and deck) that had not been maintained and needed to be replaced as well as a number of cosmetic components in the house that were either unfinished or damaged.

As a result of that visit, I issued an abatement of taxes in the amount of \$284.61 (which is a reduction in value of \$17,900) for the 2010/2011 taxes only. Mrs. Chen did question me about previous years' taxes and I explained to her that I did not have the authority to abate any earlier years and that I could not locate any notes or records that indicated an inspection had been requested by either her or husband prior to August. The last inspection noted on the card was done in 2002 with the owner at the time they purchased the home.

I also explained to the Chens that when repairs were done the assessment would reflect those changes and that it was important that if they demolished anything to get a permit from the Code Enforcement Officer so that it would be removed from the valuation.

I have attached a copy of Title 36, Subsection 84- Abatement procedures for your informational purposes as Mrs. Chen has requested to ask the Council to abate previous years taxes.

September 30, 2010

Eugene & Sherri Chen 77 Main Road South Hampden, Maine 04444



RE: Reinspection of Map 41-0-018

Dear Mr. & Ms. Chen,

This letter is to inform you that I have issued an abatement for your 2011 taxes in the amount of \$284.61. As a result of my visit to your home I adjusted the condition of the home because of deferred maintenance.

As you begin to repair your home, I will reinspect it periodically and adjust the value accordingly.

I do appreciate your time and patience in this matter.

Sincerely,

Kelly J. Karter, CMA

Leey & Karter

Hampden Assessor

# SUBCHAPTER 8 ABATEMENT

#### §841. Abatement procedures

1. Error or mistake. The assessors, either upon written application filed within 185 days from commitment stating the grounds for an abatement or on their own initiative within one year from commitment, may make such reasonable abatement as they consider proper to correct any illegality, error or irregularity in assessment, provided that the taxpayer has complied with section 706.

The municipal officers, either upon written application filed after one year but within 3 years from commitment stating the grounds for an abatement or on their own initiative within that time period, may make such reasonable abatement as they consider proper to correct any illegality, error or irregularity in assessment, provided the taxpayer has complied with section 706. The municipal officers may not grant an abatement to correct an error in the valuation of property.

2. Infirmity or poverty. The municipal officers or the State Tax Assessor for the unorganized territory, within 3 years from commitment, may, on their own knowledge or on written application therefor, make such abatements as they believe reasonable on the real and personal taxes on the primary residence of any person who, by reason of infirmity or poverty, is in their judgment unable to contribute to the public charges. The municipal officers or the State Tax Assessor for the unorganized territory may extend the 3-year period within which they may make abatements under this subsection.

Municipal officers or the State Tax Assessor for the unorganized territory shall:

- A. Provide that any person indicating an inability to pay all or part of taxes that have been assessed because of poverty or infirmity be informed of the right to make application under this subsection;
- B. Assist individuals in making application for abatement;
- C. Make available application forms for requesting an abatement based on poverty or infirmity and provide that those forms contain notice that a written decision will be made within 30 days of the date of application;
- D. Provide that persons are given the opportunity to apply for an abatement during normal business hours;
- E. Provide that all applications, information submitted in support of the application, files and communications relating to an application for abatement and the determination on the application for abatement are confidential. Hearings and proceedings held pursuant to this subsection must be in executive session;
- F. Provide to any person applying for abatement under this subsection, notice in writing of their decision within 30 days of application; and
- G. Provide that any decision made under this subsection include the specific reason or reasons for the decision and inform the applicant of the right to appeal and the procedure for requesting an appeal.
- 3. Inability to pay after 2 years. If after 2 years from the date of assessment a collector is satisfied that a tax upon real or personal property committed to him for collection cannot be collected by reason of the death, absence, poverty, insolvency, bankruptcy or other inability of the person assessed to



#### TOWN OF HAMPDEN

### TOWN CLERK'S OFFICE

COMMENTS	S ON:	Date of Council A Public Hearing:	,	14 18/2011 No_X
[ ]	Application for Liquor Lice	nse		
ſΧ	Application for Victualer's	License		
[]	Application for Off-premise	es Catering		
	Application for Outdoor We	ood-burning Furna	ce License	
	ang è Lo, Inc. d/b esh Ginger Restau Business Name		Wan Por Individual	
ADDRESS:	64 Main Rd. Nor	<u>th</u> P	HONE: 86	2-6208
MAP/LOT: _	Map 36, Cot 19	DATE:		· · · · · · · · · · · · · · · · · · ·
DEPARTME	NT REPORT:			
Appear	s to be in compliance	e with the	Town of	Hampdos
<u>Victuales</u>	is ordinance		<del> </del>	
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DATE: _ ///		Benfl Thie: CODE ENFORCE	MENT OFFICER	2
	BY:	Title: Fire 180 (20 10)	) INSPECTOR	

## TOWN OF HAMPDEN, MAINE

## APPLICATION FOR VICTUALER'S LICENSE

DATE: 12/20/10 PHONE NUMBER: 207-862-6208			
NAME(S): WAN Pong Lo			
ADDRESS: 135 Oak Grove Drive Brewer ME 04412			
NAME OF BUSINESS: Wang & LO Inc dba Fresh Ginger			
LOCATION OF BUSINESS: 64 Main Road North Hampden ME			
SIGNATURE: O4444			
***************************************			
(FOR TOWN USE ONLY)			
*This facility has been inspected and meets ordinance criteria.			
Code Enforcement Officer.  Fire Inspector/Building Inspector  *All sewer user fees and personal property taxes are paid in full to date.  Tax Collector  Mon le Famice			
Town Treasurer			
************************************			
Please return completed form to: Town Clerk Town of Hampden 106 Western Avenue Hampden, ME 04444			
LICENSE FEE: \$50.00 Date Received/Fee Paid: 12/20/2010 / \$50 -			